

ENTERED

July 29, 2020

David J. Bradley, Clerk

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

PATRICK CHARLES,	§	CIVIL ACTION NO.
Plaintiff,	§	4:19-cv-03359
	§	
	§	
vs.	§	JUDGE CHARLES ESKRIDGE
	§	
	§	
CALIBER HOME	§	
LOANS <i>and</i> US TRUST	§	
NA, TRUSTEE, LSF9 AS	§	
MASTER	§	
PARTICIPATION	§	
TRUST,	§	
Defendant.	§	

**ORDER ADOPTING
MEMORANDUM AND RECOMMENDATION**

Before the Court is the Memorandum and Recommendation signed by the Magistrate Judge on July 13, 2020. Dkt 34. He there denied a motion for default judgment by Plaintiff Patrick Charles. Dkt 12. He also granted a motion to dismiss all claims by Defendants Caliber Home Loans and US Bank Trust NA, Trustee, LSF9 as Master Participation Trust. Dkt 10. In doing so, the Magistrate Judge converted the motion to dismiss into one for summary judgment. Dkt 34 at 3.

No party filed any objection. In such posture the Court need only determine whether clear error appears on the face of the record in order to accept the Memorandum and Recommendation. See *Guillory v PPG Industries Inc*, 434 F3d 303, 308 (5th Cir 2005), citing *Douglass v United Services Automobile Association*, 79 F3d 1415, 1420 (5th Cir 1996); see also FRCP 72(b) Advisory Comm Note (1983).

The Court has reviewed the pleadings, the record, and the applicable law. No clear error appears in the Memorandum and Recommendation.

The Memorandum and Recommendation is ADOPTED as the Memorandum and Order of this Court. Dkt 34.

The motion for default judgment is DENIED. Dkt 12.

The motion to dismiss as converted into a motion for summary judgment is GRANTED. Dkt 10.

The claims against Caliber Home Loans and US Bank Trust NA, Trustee, LSF9 as Master Participation Trust are DISMISSED WITH PREJUDICE.

SO ORDERED.

Signed on July 29, 2020, at Houston, Texas.

A handwritten signature in black ink, reading "Ch R Eskridge II". The signature is stylized with a large "Ch" and a prominent "II" at the end.

Hon. Charles Eskridge
United States District Judge